

INTRODUCED: June 24, 2024

AN ORDINANCE No. 2024-175

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Standard Project Administration Agreement between the City of Richmond and the Virginia Department of Transportation to provide funding for the reconstruction of Jefferson Avenue from 21st Street to 25th Street. (7th District)

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: JUL 22 2024 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

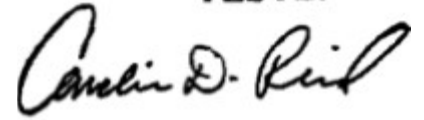
§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute a Standard Project Administration Agreement between the City of Richmond and the Virginia Department of Transportation to provide funding for the reconstruction of Jefferson Avenue from 21st Street to 25th Street. The Standard Project Administration Agreement shall be approved as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance.

AYES: 9 NOES: 0 ABSTAIN: _____

ADOPTED: JULY 22 2024 REJECTED: _____ STRICKEN: _____

§ 2. This ordinance shall be in force and effect upon adoption.

**A TRUE COPY:
TESTE:**

A handwritten signature in black ink, appearing to read "Carlin D. Rind". The signature is written in a cursive style with a large initial 'C'.

City Clerk



City of Richmond

900 East Broad Street
2nd Floor of City Hall
Richmond, VA 23219
www.rva.gov

Master

File Number: Admin-2024-0560

File ID: Admin-2024-0560	Type: Request for Ordinance or Resolution	Status: Regular Agenda
Version: 1	Reference:	In Control: City Clerk Waiting Room
Department:	Cost:	File Created: 05/30/2024
Subject:	Final Action:	
Title:		

Internal Notes:

Code Sections:

Agenda Date: 06/24/2024

Indexes:

Agenda Number:

Patron(s):

Enactment Date:

Attachments: Admin-2024--0560-UPC 121407 Agreement Package, Admin-2024-0560-Jefferson Ave. Agmt -VDOT Standard Proj - AATF

Enactment Number:

Contact:

Introduction Date:

Drafter: Yongping.Wang@rva.gov

Effective Date:

Related Files:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	5/31/2024	Lamont Benjamin - FYI	Notified - FYI	
1	2	5/31/2024	M.S. Khara	Approve	6/4/2024
1	3	5/31/2024	Gail Johnson - FYI	Notified - FYI	
1	4	6/5/2024	Bobby Vincent	Approve	6/4/2024
1	5	6/5/2024	Robert Steidel - FYI	Notified - FYI	
1	6	6/14/2024	Jeff Gray	Approve	6/11/2024
1	7	6/14/2024	Lincoln Saunders	Approve	6/25/2024
1	8	6/14/2024	Mayor Stoney	Approve	7/2/2024

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File Admin-2024-0560

City of Richmond

Intracity Correspondence

O&R Transmittal

DATE: May 6, 2024

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor

THROUGH: J.E. Lincoln Saunders, Chief Administrative Officer

THROUGH: Bobby Vincent Jr.; Director of Public Works

FROM: M.S. Khara, P.E.; City Engineer

**RE: TO AUTHORIZE THE CHIEF ADMINISTRATIVE OFFICER OR
DESIGNEE TO EXECUTE A STANDARD CITY/STATE PROJECT
ADMINISTRATION AGREEMENT FOR JEFFERSON AVENUE
IMPROVEMENTS PROJECT (UPC #121407; PROJECT #109062)**

ORD. OR RES. No.

PURPOSE: To authorize the Chief Administrative Officer or designee, for and on behalf of the City of Richmond, to execute a standard City/State project administration agreement for Jefferson Avenue Improvements Project (UPC #121407; Project #109062).

BACKGROUND: The General Assembly has directed Virginia Department of Transportation (VDOT) to establish several initiatives aimed at accelerating road construction and providing funding assistance for the improvements to their transportation system. One such initiative is the Revenue Sharing Program; under which the City of Richmond is eligible for matching funds on a 50% Local Funding, 50% State Funding basis.

In FY2022, the City applied for FY23-FY24 VDOT Revenue Sharing Program to implement the Jefferson Avenue Improvements project with the total amount of \$1,500,000.

The Jefferson Avenue Improvements Project will provide improvements to the Jefferson Avenue corridor, reconstructing a portion of the 1/3 - mile of corridor to include traffic calming, pedestrian and bicycle infrastructure, green infrastructure and drainage improvements. The total estimated project cost is \$5.2M.

The project will be implemented in four phases: Phase I: intersection of Jefferson, Leigh & 24th St. was completed in 2020; Phase II: Leigh to 25th St. estimate cost is \$1.2M; Phase III: Clay to

Leigh St., estimate cost is \$2.2M; Phase IV: 21st St. to Clay St., estimate cost is \$1.2M.

The city was approved \$1,395,598 from VDOT's Revenue Sharing funding in FY25. The approved Revenue Sharing funding will be utilized for the construction of Phase II, which is scheduled under construction in the Summer 2024.

COMMUNITY ENGAGEMENT: The City of Richmond has worked closely with Jefferson Avenue Task Force to gain support for the Jefferson Avenue Improvements project to enhance the pedestrian safety and efficiency of the vehicular users in the Jefferson Avenue Corridor. Additional public hearing/engagement will be through the City Council Land Use and Housing Transportation Committee meeting on this Ordinance.

STRATEGIC INITIATIVES AND OTHER GOVERNMENTAL: This project conforms to Goal 8-Equitable Transportation in the Richmond 300 master plan by expanding and improving walking and biking infrastructure.

FISCAL IMPACT: \$697,799. City's cost of 50% matching funds in FY25 using FY24-28 adopted CIP budget.

DESIRED EFFECTIVE DATE: Upon Adoption.

REQUESTED INTRODUCTION DATE: June 24, 2024.

CITY COUNCIL PUBLIC HEARING DATE: July 22, 2024.

REQUESTED AGENDA: Consent Agenda.

RECOMMENDED COUNCIL COMMITTEE: Land Use, Housing and Transportation Standing Committee (LUHT)

AFFECTED AGENCIES: Department of Public Works; Law Department; Planning and Development; Economic and Community Development; Department of Public Utilities; Finance Department; Budget and Strategic Planning; Copies also sent to: City Mayor (Levar M. Stoney); Chief Administrative Officer (J.E. Lincoln Saunders); Deputy Chief Administrative Officer of Operation (Robert Steidel); and City Attorney (2).

RELATIONSHIP TO EXISTING ORD. OR RES.:

- Resolution No. 2021- R050 Adopted July 26, 2021

ATTACHMENTS: City-State Agreement

STAFF: Lamont L. Benjamin, P.E.; Capital Projects Administrator 804-646-6339.
Yongping Wang, P.E.; Project Manager 804-646-2467.

STANDARD PROJECT ADMINISTRATION AGREEMENT
State-aid Projects

Project Number	UPC	Local Government
U000-127-R26	121407	City of Richmond

THIS AGREEMENT, is hereby made and effective the date of the last (latest) signature set forth below, by and between the CITY OF RICHMOND, VIRGINIA, hereinafter referred to as the LOCALITY and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the DEPARTMENT. The DEPARTMENT and the LOCALITY are collectively referred to as the “Parties.”

WHEREAS, the LOCALITY has expressed its desire to administer the work described in Appendix A, and such work for each improvement shown in Appendix A is hereinafter referred to as the “Project;” and

WHEREAS, the funds shown in Appendix A have been allocated to finance the Project and the funding currently allocated or proposed for the Project does not include Federal-aid Highway funds; and

WHEREAS, the LOCALITY is committed to the development and delivery of the Project in an expeditious manner; and

WHEREAS, the LOCALITY is responsible for administering the Project in accordance with DEPARTMENT guidelines, including the most current *Locally Administered Projects Manual* (“LAP Manual”), and with the program specific requirements shown in Appendix B, based on the nature of the allocated funding for the Project as shown in the Appendix A; and

WHEREAS, the LOCALITY's governing body has by resolution, demonstrated the LOCALITY’S commitment to provide local funding for the Project as contemplated by this Agreement and further, by resolution or otherwise, authorized its designee to execute this Agreement, and said authorizations are attached hereto.

WHEREAS, the Parties have concurred in the LOCALITY's administration of all phases of work for the Project in accordance with applicable federal, state and local laws and regulations.

NOW THEREFORE, in consideration of the mutual premises contained herein, the Parties hereto agree as follows:

1. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1.
2. The LOCALITY shall:

- a. Be responsible for all activities necessary to complete the noted phase(s) of the Project as shown in Appendix A, except for activities, decisions, and approvals which are the responsibility of the DEPARTMENT, as expressly required by federal or state laws and regulations, or as otherwise agreed to, in writing, between the Parties. Every phase of the Project will be designed and constructed to meet or exceed current American Association of State Highway and Transportation Officials standards when the facilities are locally maintained and shall further comply with all supplementary standards established by the DEPARTMENT when the facilities are maintained by the DEPARTMENT.
- b. Meet all funding obligation and expenditure timeline requirements in accordance with all applicable federal and state laws and regulations, all applicable Commonwealth Transportation Board and DEPARTMENT policies, and those additional requirements as identified in Appendices A and B to this Agreement. Noncompliance with this requirement may result in deallocation of the funding from the Project, rescission of state funding match, termination of this Agreement, or the DEPARTMENT denial of future requests to administer projects by the LOCALITY, all of which actions are at the discretion of the DEPARTMENT or as can be taken pursuant to applicable laws, regulations or policies.
- c. Administer the Project in accordance with the DEPARTMENT's most current LAP Manual and other guidelines applicable to Locally Administered Projects as published by the DEPARTMENT.
- d. Provide timely certification by a LOCALITY official of the LOCALITY'S compliance with applicable laws and regulations on the **State Certification Form for State Funded Projects** or in another manner as prescribed by the DEPARTMENT.
- e. Maintain accurate and complete records of the Project's development as required in the LAP Manual and any supplemental guidance and directives of the DEPARTMENT and retain documentation of all expenditures and make such information available for inspection or auditing by the DEPARTMENT upon request. Records and documentation for the Project shall be maintained for no less than three (3) years following the DEPARTMENT'S acceptance of the final voucher on the Project.
- f. At least quarterly, but no more frequently than monthly, submit invoices with supporting documentation to the DEPARTMENT in the form prescribed by the DEPARTMENT. The supporting documentation shall include copies of vendor and contractor invoices paid by the LOCALITY, an up-to-date Project summary and schedule, and a summary of all payment requests, payments and adjustments. A request for reimbursement shall be made within 90 days after any eligible project expenses are incurred by the LOCALITY. Reimbursement for eligible expenditures shall not exceed funds allocated each year for the Project by the Commonwealth Transportation Board in the Six Year Improvement Program.
- g. Reimburse the DEPARTMENT for all Project expenses incurred by the DEPARTMENT if, due to action or inaction of the LOCALITY, the Project becomes

- ineligible for state reimbursement, or in the event the reimbursement is required by the provisions of § 33.2-214 or § 33.2-331 of the Code of Virginia (1950) as amended, or other applicable provisions of state law or regulations.
- h. On Projects that the LOCALITY is providing the required match to state funds, pay the DEPARTMENT the LOCALITY's match for eligible Project expenses incurred by the DEPARTMENT in the performance of activities set forth in paragraph 2.a.
 - i. Administer the Project in accordance with all applicable federal, state, and local laws and regulations. Failure to fulfill legal obligations associated with the Project may result in forfeiture of state-aid reimbursements
 - j. If legal services other than that provided by staff counsel are required in connection with condemnation proceedings associated with the acquisition of Right-of-Way, the LOCALITY will consult the DEPARTMENT to obtain an attorney from the list of outside counsel approved by the Office of the Attorney General. Costs associated with outside counsel services shall be reimbursable expenses of the Project.
 - k. Provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the DEPARTMENT. Where the Project results in physical construction, the LOCALITY will continue to operate and maintain the Project in accordance with the final constructed design as approved by the DEPARTMENT. The LOCALITY agrees that any modification of the approved design features, without the approval of the DEPARTMENT, may, at the discretion of the DEPARTMENT, result in restitution either physically or monetarily as determined by the DEPARTMENT.
3. The DEPARTMENT shall:
- a. Perform any actions and provide any decisions and approvals, within a reasonable time, which are the responsibility of the DEPARTMENT, as required by federal and state laws and regulations or as otherwise agreed to, in writing, between the parties.
 - b. Upon receipt of the LOCALITY's invoices pursuant to paragraph 2.f, reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the DEPARTMENT within 30 days of an acceptable submission by the LOCALITY.
 - c. Where applicable, submit invoices to the LOCALITY for the LOCALITY's share of eligible Project expenses incurred by the DEPARTMENT in the performance of activities pursuant to paragraph 2.a. and 3.a.
 - d. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with applicable laws and regulations.
 - e. Upon LOCALITY'S request, make available to the LOCALITY guidelines to assist the Parties in carrying out responsibilities under this Agreement.

4. If designated by the DEPARTMENT, the LOCALITY is authorized to act as the DEPARTMENT's agent for the purpose of conducting survey work pursuant to § 33.2-1011 of the Code of Virginia (1950), as amended.
5. Nothing in this Agreement shall obligate the Parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. State and federal Project funding is limited to those identified in the Appendix A of this Agreement and is allocable only upon LOCALITY'S compliance with all requirements of this Agreement. In the event the cost of all or part of the Project is anticipated to exceed the allocation shown on Appendix A, the Parties agree to cooperate in seeking additional funding for the Project or to terminate the Project before Project costs exceed the allocated amount. Any requested increase in federal or state funding is subject to DEPARTMENT policy and procedures applicable to the funding source and is not guaranteed.
6. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
7. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and capacity and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either Party, in their individual or personal capacity, for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.
8. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY or the DEPARTMENT shall not be bound by any agreements between either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY or the DEPARTMENT has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.
9. This Agreement may be terminated by either Party upon 30 days advance written notice to the other Party. Eligible Project expenses incurred through the date of termination shall be reimbursed in accordance with paragraphs, 2.g., 2.h, and 3.b, subject to the limitations established in this Agreement and Appendix A. Upon termination and unless otherwise agreed to, the DEPARTMENT shall retain ownership of plans, specifications, and right of way for which state funds have been provided, unless all state funds provided for the

Project have been reimbursed to the DEPARTMENT by the LOCALITY, in which case the LOCALITY will have ownership of the plans, specifications, and right of way.

10. Prior to any action pursuant to paragraphs 2.b or 2.h of this Agreement, the DEPARTMENT shall provide notice to the LOCALITY with a specific description of the LOCALITY'S breach of this Agreement. Upon receipt of a notice of breach, the LOCALITY will be provided the opportunity to cure such breach or to provide a plan to cure to the satisfaction to the DEPARTMENT. If, within sixty (60) days after receipt of the written notice of breach, the LOCALITY has neither cured the breach, nor is diligently pursuing a cure of the breach to the satisfaction of the DEPARTMENT, then upon receipt by the LOCALITY of a written notice from the DEPARTMENT stating that the breach has neither been cured, nor is the LOCALITY diligently pursuing a cure, the DEPARTMENT may exercise any remedies it may have under this Agreement or at law or in equity.
11. THE LOCALITY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the Parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any Party.
12. THE LOCALITY and the DEPARTMENT further agree that should Federal-aid Highway funds be added to the Project, this Agreement is no longer applicable. The LOCALITY and the DEPARTMENT mutually agree that they shall then enter into a Standard Project Administration Agreement for Federal-aid Projects upon execution of which this Agreement shall be terminated.
13. THIS AGREEMENT, when properly executed, shall be binding upon both Parties, their successors, and assigns.
14. THIS AGREEMENT may be modified only in writing by mutual agreement of the Parties.

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IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed by their duly authorized representatives, acknowledging and agreeing that any digital signature affixed hereto shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

CITY OF RICHMOND, VIRGINIA:

Approved as to form:


Assistant City Attorney

Signature Date
Chief Administrative Officer

Title

NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority to execute this Agreement.

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

Signature Date
Chief of Policy, Commonwealth of Virginia, Department of Transportation

Attachments
Appendix A
Appendix B

Appendix A - Locally Administered

Version: Original

Prepared Date: 3/14/2024

Project Details

UPC: 121407 State Project #: U000-127-R26 CFDA #: N/A Locality UEI #: EG4LF5GYLK81

Locality: City of Richmond Address: 900 East Broad Street, Richmond Virginia 23219-1904

Work Description: Jefferson Avenue Improvements - This project will improve the Jefferson Avenue corridor to enhance pedestrian and bicyclist safety, transit access, and storm water quality by reconstructing a portion of the 1/3-mile corridor from 21st Street to 25th Street.

Project Location (Zip +4) 231223-7222

Project Points of Contact

<u>Locality Project Manager</u>	<u>VDOT Project Coordinator</u>
Name: Yongping Wang	Name: James Maiden
Phone: 804-646-2467	Phone: 804-381-1047
Email: yongping.wang@richmondgov.com	Email: james.maiden@vdot.virginia.gov

Project Estimates

	Preliminary Engineering	Right of Way and Utilities	Construction	Total
Estimated Locality Project Expenses	\$30,000	\$0	\$1,320,598	\$1,350,598
Estimated VDOT Project Oversight	\$15,000	\$0	\$30,000	\$45,000
Estimated VDOT Project Services (Appendix C)	\$0	\$0	\$0	\$0
Estimated Total Project Costs	\$45,000	\$0	\$1,350,598	\$1,395,598

Project Financing

Allocated Funds Type	Allocated Funds Amount	Local % Participation	Local Share Total	Max Reimbursement to Locality	Total Estimated Reimbursement to Locality
Revenue Sharing	\$1,395,598	50%	\$697,799	\$697,799	
Funding Totals	\$1,395,598		\$697,799	\$697,799	\$652,799

Note - The funds order is not indicative of the actual spend order of funds on the project.
 This Appendix A supersedes all previous versions signed by VDOT and the LOCALITY for the Project.

Yongping Wang Digitally signed by Yongping Wang
Date: 2024.03.14 11:00:31 -04'00'

Authorized Locality Official Date

Project Manager

Title of Locality Official

Authorized VDOT Official Date

Title of VDOT Official

This attachment is certified and made an official attachment to this document by the Parties to this Agreement.

Locally Administered State-Aid Agreement

Appendix B – Special Funding Program Conditions and Requirements

Project Number	UPC	Local Government
U000-127-R26	121407	City of Richmond

SMART SCALE

Administration of this Project, including but not limited to Project estimate, schedule and commitment to funding, is subject to the requirements established in the Commonwealth Transportation Board’s (CTB’s) most current *Policy for Implementation of the SMART SCALE Project Prioritization Process*, the applicable requirements of the Code of Virginia, and VDOT’s applicable *Instructional and Informational Memoranda*.

Without limiting the foregoing, this Project has been selected through the Smart Scale (HB2) application and selection process and will remain in the Six-Year Improvement Plan as a funding priority unless certain conditions set forth in the CTB’s most current *Policy for Implementation of a Project Prioritization Process* arise. Pursuant to the CTB’s *Policy for Implementation of a Project Prioritization Process*, this Project will be re-scored and/or the funding decision re-evaluated if any of the following conditions apply: a change in the scope, an estimate increase, or a reduction in the locally/regionally leveraged funds. Applications may not be submitted in a subsequent SMART SCALE prioritization cycle to account for a cost increase on a previously selected project.

This Project shall be initiated and at least a portion of the Project's programmed funds expended within one year of the budgeted year of allocation or funding may be subject to reprogramming to other projects selected through the prioritization process. In the event the Project is not advanced to the next phase of construction when requested by the CTB, the LOCALITY or the localities within the metropolitan planning organization may be required, pursuant to § 33.2-214 of the Code of Virginia, to reimburse the DEPARTMENT for all state and federal funds expended on the Project.

Revenue Sharing

This Project shall be administered in accordance with VDOT’s most current *Revenue Sharing Program Guidelines*.

Without limiting the foregoing, the Project shall be initiated such that at least a portion of the Revenue Sharing Funds are expended within one year of allocation. For any project that has not been initiated within one year, the CTB has the discretion to defer consideration of future allocations until the project moves forward. Further, if the Project has not been initiated within two fiscal years subsequent to the allocation of Revenue Sharing Funds, the Revenue Sharing Funds for the Project may be subject to deallocation from the Project at the discretion of the CTB.

State of Good Repair (SGR) Paving

Project estimate, schedule, and commitment to funding are subject to the requirements established in the CTB’s *State of Good Repair Program Prioritization Process Methodology*, the Code of Virginia, and VDOT’s *Instructional and Informational Memoranda*.

Projects receiving funding under this program must be advertised within twelve months of award funding or be subject to deallocation. In the event the Project is not advanced to the next phase of construction, the LOCALITY may be required, pursuant to § 33.2-214 of the Code of Virginia, to reimburse the Department for all state funds expended on the Project.

This Project has been selected through the State of Good Repair application and selection process and will remain in the SYIP as a funding priority. Pursuant to the CTB’s *State of Good Repair Program Prioritization Process Methodology*, this Project will be re-scored and/or the funding decision re-evaluated if any of the following conditions apply: a change in the scope, an estimate increase, or a reduction in the locally/regionally leveraged funds. Applications may not be submitted in a subsequent annual State of Good Repair prioritization cycle for the same roadway segment to account for a cost increase on a previously selected Project.

Economic Access

This Project shall be administered in accordance with VDOT’s most current *Economic Development Access Program Guide*.

Airport Access

This Project shall be administered in accordance with VDOT’s most current *Airport Access Program Guide*.

Recreational Access

This Project shall be administered in accordance with VDOT’s most current *Recreational Access Program Guide*.

Local Funds

All local funds included in Appendix A have been formally committed by the LOCALITY board or council, subject to appropriation.

Jongping Wang 3/14/2024

Authorized Locality Official Signature and Date